

37 Am. Jur. 2d Fraud and Deceit § 22

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Fraud and Deceit

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II. Elements and Requisites

A. Basis of Action

2. Essential Elements of Action

§ 22. Generally; requirement that all elements be present

[Topic Summary](#) | [Correlation Table](#) | [References](#)

West's Key Number Digest

West's Key Number Digest, [Fraud](#)  1 to 7, 26

Generally, all of the stated ingredients for a cause of action in fraud,¹ deceit,² or a related action,³ except for a few variants from the common law rules in force in some jurisdictions, must be found to exist, and the absence of any one of them is fatal to a recovery,⁴ although under the rulings of some courts, the rule is greatly relaxed as to knowledge and intent where the relief sought is in equity.⁵ Thus, the failure to prove any element of fraud or misrepresentation is fatal to the claim.⁶

A common law fraudulent deception must be actually false, known to be false by the perpetrator, and reasonably relied upon by a victim who incurs damages.⁷

CUMULATIVE SUPPLEMENT

Cases:

Under District of Columbia law, the essential elements of fraud are: (1) a false representation; (2) concerning a material fact; (3) made with knowledge of its falsity; (4) with the intent to deceive; and (5) upon which reliance is placed. [Bank of New York Mellon Trust Co. N.A. v. Henderson](#), 107 F. Supp. 3d 41 (D.D.C. 2015).

To establish fraud under Maryland law, the plaintiff must show that: (1) the defendant made a false representation to the plaintiff, (2) the falsity of the representation was either known to the defendant or the representation was made with reckless indifference to its truth, (3) the misrepresentation was made for the purposes of defrauding the plaintiff, (4) the plaintiff relied on the misrepresentation and had the right to rely on it, and (5) the plaintiff suffered compensable injury as a result of the misrepresentation. [Belyakov v. Medical Science & Computing](#), 86 F. Supp. 3d 430 (D. Md. 2015).

To prove that a defendant breached a contract by committing fraud under Michigan law, plaintiff must show (1) that defendant made a material representation; (2) that it was false; (3) that when he made it he knew that it was false, or made it recklessly, without any knowledge of its truth, and as a positive assertion; (4) that he made it with the intention that it should be acted upon by plaintiff; (5) that plaintiff acted in reliance upon it; and (6) that he thereby suffered injury. [Bowlers' Alley, Inc. v. Cincinnati Ins. Co.](#), 108 F. Supp. 3d 543 (E.D. Mich. 2015).

[END OF SUPPLEMENT]

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Footnotes

¹ § 24.

² § 23.

³ §§ 26 to 30.

⁴ [North Texas Production Credit Ass'n v. McCurtain County Nat. Bank](#), 222 F.3d 800, 42 U.C.C. Rep. Serv. 2d 888 (10th Cir. 2000) (applying Oklahoma law); [Gallagher v. Viking Supply Corp.](#), 3 Ariz. App. 55, 411 P.2d 814, 15 A.L.R.3d 1 (1966).

⁵ §§ 134, 135.

⁶ [Austin v. Stokes-Craven Holding Corp.](#), 387 S.C. 22, 691 S.E.2d 135 (2010).

⁷ [In re Tobacco II Cases](#), 46 Cal. 4th 298, 93 Cal. Rptr. 3d 559, 207 P.3d 20 (2009).